

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MARIA ALVARADO,

Plaintiff,

- against -

MOUNT PLEASANT COTTAGE SCHOOL  
UNION FREE SCHOOL DISTRICT, ET AL.,

Defendants.  
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**Index No. 18 CV00494  
(NSR)(AEK)**

**CONFIDENTIALITY  
AGREEMENT AND  
ORDER**

Plaintiff's counsel having indicated her intent to adduce proof of damages in this action in the form of records of her treating health care professionals and potentially, testimony from said professionals; and

Plaintiff's counsel having indicated her intention to produce to Defendants' counsel such medical records currently in her possession and to deliver HIPAA releases for all other such records of said treating health care professionals;

And Plaintiff's counsel having agreed to provide the materials requested upon the conditions set forth herein,

**NOW**, by consent of the undersigned attorneys for the parties herein, it is

**AGREED**, that Plaintiff will execute and deliver to Defendants' counsel medical authorizations permitting them to obtain the requested medical records in connection with which, psychological, medical and any other treatment Plaintiff has received; and it is further

**AGREED**, that all medical records and information sent to Defendants' attorneys during this litigation and obtained by counsel pursuant to the aforementioned medical authorizations are subject to the terms of this Confidentiality Agreement and Order, and hereinafter are collectively referred to as "confidential documents"; and it is further

**AGREED**, that the undersigned attorneys for the defendants shall personally retain possession of all confidential documents, including any copies thereof, shall use them only in connection with the defense of this action, and shall not directly or indirectly disclose them or any information obtained and/or learned from the said confidential documents to anyone, except as permitted herein, including through any deposition testimony or otherwise; and it is further

**AGREED**, that neither the confidential documents nor any information obtained and/or learned from those documents shall be disclosed, directly or indirectly, to any person other than:

- A. Any United States District Judge and United States Magistrate Judge who may be assigned to this matter providing that: when such disclosure is made to the Court the documents are clearly identified as confidential documents subject to this Order; the documents are not filed ECF or with the Clerk unless filed under seal; if the documents are sent to the Court by any other means (facsimile, letter, etc) they must be sent in a manner that will alert the Court to the confidentiality of those records and the provisions of this agreement;
- B. a duly retained expert and/or consultant, provided the expert and/or consultant first executes a copy of this confidentiality agreement and order, a copy of which will be provided to Plaintiff's counsel via facsimile at least five business days before any records are disclosed to the expert and/or consultant so that if necessary Plaintiff can seek an appropriate protective order;
- C. Plaintiff;
- D. Counsel for Plaintiff in this action, and only to the extent necessary, attorneys, paralegals and employees thereof;

E. Counsel for Defendants in this action, and only to the extent necessary, attorneys, paralegals and employees of thereof; and it is further

**AGREED**, that should any party wish to file with the Court any of the confidential documents, such as in connection with a motion, affidavit, exhibit list, or otherwise, the filing party will file such documents under seal [REDACTED]; and it is further

**AGREED**, at the conclusion of this action, all copies, including abstracts, of the confidential documents, including any deposition or trial transcript in which confidential information is contained, shall be stored in a confidential manner consistent with the requirements of this Agreement and Order by the defense attorneys' offices for the document retention period required by their office policy and procedure and that subsequent to the required retention period the confidential documents will be destroyed; and it is further

**AGREED**, that nothing herein shall prevent any of the parties from seeking an order modifying this agreement or from objecting to discovery which they believe to be otherwise improper.

Dated: March 11, 2021

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Jane Bilus Gould (JBG 4510)  
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SHAW PERELSON MAY & LAMBERT, LLP

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**SO ORDERED:**

Andrew E. Krause  
Honorable Andrew E. Krause  
United States Magistrate Judge

3/12/21